

CYNTHIA A. HARDING, M.P.H.
Interim Director

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BOARD OF SUPERVISORS

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May 19, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 OF MAY 19, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**APPROVAL TO EXECUTE CONTRACT AMENDMENTS FOR SIX HIV/AIDS CASE
MANAGEMENT, HOME-BASED SERVICES CONTRACTS EFFECTIVE JULY 1, 2015
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute contract amendments for six HIV/AIDS Case Management, Home-based services contracts to extend the term effective July 1, 2015 through various dates.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute contract amendments, substantially similar to Exhibit I, with the service providers identified in Attachment A, for the provision of HIV/AIDS Case Management, Home-based services (CM/HB) that extend the contract terms as follows: a) effective July 1, 2015 through June 30, 2017, for five CM/HB contracts; and b) effective July 1, 2015 through September 30, 2015 for the City of Pasadena, Public Health Department (COP) CM/HB contract, at a total maximum obligation of \$4,935,434; 100 percent offset by California Department of Public Health (CDPH) Office of AIDS (OA) HIV Care Program funds.
2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to one or more of the five CM/HB contracts to revise scopes of work and budgets to support the provision of additional services upon the expiration of the COP contract, at amounts to be determined by DPH, effective October 1, 2015 through June 30, 2017, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the five CM/HB contracts that extend the term through June 30, 2018; allow the rollover of unspent contract funds; and/or provide an increase or decrease in funding up to 10 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

4. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the COP contract that provide an increase or decrease in funding up to 10 percent above or below the base maximum obligation, effective at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

5. Delegate authority to the Interim Director of DPH, or her designee, to execute change notices to the six contracts referenced above that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to extend the term of five CM/HB services contracts, identified in Attachment A, through June 30, 2017, for the continued provision of CM/HB services to eligible high-acuity patients. Extending the term of these contracts will allow for the continuation of an interdisciplinary team approach to case management whereby each client is assigned both a registered nurse case manager and a Master-level social work case manager. The services provided are designed to address the complex HIV/AIDS care needs of patients that are mostly home-bound and are not eligible to receive these services through other funding sources. Services include, but are not limited to: 1) client eligibility assessment; 2) comprehensive assessment of each client's physical, psychological, environmental, financial, and functional status; 3) development, implementation, and monitoring of individual service plans; 4) coordination of the provision of home attendant care and homemaker services; 5) periodic reassessments of each client's status and needs; and 6) provision of other needed services such as durable medical equipment and nutritional supplements.

Approval of Recommendation 1 will also allow DPH to extend the term of the COP CM/HB services contract for the continued provision of services for three additional months, through September 30, 2015. COP has notified DPH that it intends to discontinue services, effective September 30, 2015, and the recommended extension will ensure continuity of care while a client transition plan is developed in collaboration with DPH, approved by DPH, and implemented.

Approval of Recommendation 2 will allow DPH to execute the client transition plan that is developed as a result of COP's discontinuation of services. It is anticipated that the plan may include execution of amendments to one or more of the five remaining CM/HB contracts to revise the scopes of work and budgets to support the provision of additional services, at amounts to be determined by DPH.

Approval of Recommendation 3 will allow DPH to execute amendments to the five CM/HB services contracts to extend the term of the contracts; rollover unspent contract funds; and/or increase or decrease funding up to 10 percent above or below the revised annual base maximum obligation,

effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. Recommendation 3 will also enable DPH to amend the five HB/CM contracts to allow for the provision of additional units of funded services that are above the service level identified in the contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 4 will allow DPH to execute amendments to the COP contract that increase or decrease funding up to 10 percent above or below the base maximum obligation, effective at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Approval of Recommendation 5 will allow DPH to execute change notices to the six HB/CM contracts that authorize modifications to or within budget categories within each budget, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's term and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the six amendments is \$4,935,434 consisting of \$2,558,810 for the period July 1, 2015 through June 30, 2016 and \$2,376,624 for the period July 1, 2016 through June 30, 2017, 100 percent offset by CDPH OA HIV Care Program funds.

Funding is included in DPH's fiscal year (FY) 2015-16 Recommended Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved Exhibit I to form. Attachment A provides additional information about the contractors and the recommended contract amendments.

CONTRACTING PROCESS

Since the original award and execution of the CM/HB contracts in 1995, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to scopes of work. The most significant changes to this service category occurred shortly after 2009 when the CDPH OA eliminated support for its CM/HB program, leaving DPH to identify additional resources for those providers who were funded by DPH and CDPH OA. At the time, not all components funded under the CDPH OA model were part of the DPH model; therefore, DPH

restructured the programmatic requirements to enhance services for residents of Los Angeles County, resulting in a better complement to the Medi-Cal Waiver-supported HIV/AIDS Home-based Case Management services.

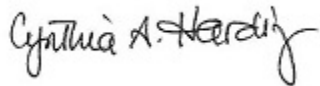
On May 29, 2012, your Board approved execution of five contract amendments and one sole source contract with COP for the provision of CM/HB services effective July 1, 2012 through June, 30, 2014, and delegated authority to DPH to amend the contracts to extend the term through June 30, 2015. A solicitation for these services has been delayed in recent years due to staffing shortages. As CM/HB services are still undergoing refinement and realignment with State programs of similar scope, it is anticipated that a solicitation for CM/HB services will be released in 2016. In the interim, CM/HB services are still needed for individuals with HIV who have acute conditions.

On February 24, 2015, DPH's Division of HIV and STD Programs (DHSP) was contacted by COP regarding the future of its CM/HB contract. On March 9, 2015, COP met with DHSP leadership to discuss its inability to continue providing these services. Shortly thereafter, COP confirmed that it will no longer provide CM/HB services as of September 30, 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue to provide uninterrupted delivery of vital HIV/AIDS CM/HB services to Los Angeles County residents.

Respectfully submitted,



Cynthia A. Harding, M.P.H.

Interim Director

CAH:MJP:vtBL032

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Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

EXHIBIT I

Contract No. H-_____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
CASE MANAGEMENT, HOME-BASED SERVICES CONTRACT**

Amendment No. _____

THIS AMENDMENT is made and entered into this _____ day
of _____, 2015,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN
IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME
(AIDS) CASE MANAGEMENT, HOME-BASED SERVICES CONTRACT", dated
November 14, 1995, and further identified as Contract No. H-_____, and any
Amendments thereto (all hereafter "Contract"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of
Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic
Assistance (CFDA) Number 93.917; which is authorized by the Ryan White
Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and
passed through the California Department of Public Health (CDPH), Office of AIDS, HIV
Care Program funds; and

WHEREAS, it is the intent of the parties hereto to amend Contract to extend the term and increase the maximum obligation of County and provide other changes set forth herein; and

WHEREAS, said Contract provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and

WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

This Amendment shall be effective on July 1, 2015.

1. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Contract shall commence on _____, and continue in full force and effect through _____, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Contract in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS attached hereto."

2. Paragraph __, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs ____ and ____, shall be added to read as follows:

"____. MAXIMUM OBLIGATION OF COUNTY:

____. During the period of July 1, 2015 through _____ the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____).

Such maximum obligation is comprised entirely of CDPH HIV Care Program funds. This sum represents the total maximum obligation of County as shown in Schedule _____, attached hereto and incorporated herein by reference.

_____. During the period of _____ through _____, the maximum obligation of County for all services provided hereunder shall not exceed _____ Dollars (\$_____).

Such maximum obligation is comprised entirely of CDPH HIV Care Program funds. This sum represents the total maximum obligation of County as shown in Schedule _____, attached hereto and incorporated herein by reference.”

3. Paragraph _____, COMPENSATION, shall be amended to read as follows:

“_____. COMPENSATION: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules ____ and _____, and the BILLING AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

4. Effective on the date of this Amendment, Exhibit _____, SCOPE(S) OF WORK FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES, shall be attached hereto and incorporated herein by reference.

5. Effective on the date of this Amendment, Schedule ____, BUDGET(S) FOR HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES, shall be attached hereto and incorporated herein by reference.

6. Except for the changes set forth hereinabove, Contract shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, M.P.H.
Interim Director

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
MARK J. SALADINO
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

BL#303258#_____

EXHIBIT _____

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
 ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
 CASE MANAGEMENT, HOME-BASED SERVICES**

1. Exhibit __, Paragraph __, COUNTY'S MAXIMUM OBLIGATION,
 Subparagraphs __ and __ shall be added to read as follows:

“ __. COUNTY'S MAXIMUM OBLIGATION:

____. During the period of July 1, 2015 through _____ that
 portion of County's maximum obligation which is allocated under this
 Exhibit for HIV/AIDS Case Management, Home-Based services shall not
 exceed _____ Dollars (\$_____).

____. During the period of _____ through _____, that
 portion of County's maximum obligation which is allocated under this
 Exhibit for HIV/AIDS Case Management, Home-Based services shall not
 exceed _____ Dollars (\$_____).”

2. Exhibit __, Paragraph __, COMPENSATION, shall be replaced in its
 entirety to read as follows:

“ _____. COMPENSATION: County agrees to compensate Contractor
 and/or its subcontractor shall be reimbursed for attendant care and homemaker
 services hereunder at no more than the State approved reimbursement rates as
 they currently exist or as they are modified by the State or for actual allowable
 reimbursable cost as set forth in Schedule __, and the BILLING AND

PAYMENT Paragraph of the Contract, Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.”

3. Exhibit __, Paragraph __, SERVICES TO BE PROVIDED, Subparagraph J shall be amended to read as follows:

“__ SERVICES TO BE PROVIDED:

J. Contractor shall provide _____ hours of attendant care services to _____ (____) clients, and _____ (____) hours of homemaker services to _____ (____) clients and _____ (____) hours of psychotherapy services to _____ (____) clients who have either expended all California Department of Public Health, AIDS Medi-Cal Waiver Program (MCWP) benefits, those who are under-insured/non-insured, and/or those with no other benefits available. Documentation of maximizing the MCWP benefits shall be maintained in each client record.”

SCHEDULE ____

HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES

CDPH HIV CARE FUNDS

	<u>Budget Period</u> July 1, 2015 Through <hr/>
Salaries	\$0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	<hr/> \$ 0
TOTAL PROGRAM BUDGET	\$0

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE ____

HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES

CDPH HIV CARE FUNDS

	<u>Budget Period</u>
	<u>Through</u>
Salaries	\$0
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost*	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$0

During the term of this Contract, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SERVICE DELIVERY SITE QUESTIONNAIRE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

- 1 Agency Name: _____
- 2 Executive Director: _____
- 3 Address of Service Delivery Site: _____

- 4 In which Service Planning Area is the service delivery site?

- | | |
|---|--|
| <p>_____ One: Antelope Valley</p> <p>_____ Three: San Gabriel Valley</p> <p>_____ Five: West Los Angeles</p> <p>_____ Seven: East Los Angeles</p> | <p>_____ Two: San Fernando Valley</p> <p>_____ Four: Metro Los Angeles</p> <p>_____ Six: South Los Angeles</p> <p>_____ Eight: South Bay</p> |
|---|--|

- 5 In which Supervisorial District is the service delivery site?

- | | |
|--|--|
| <p>_____ One: Supervisor Solis</p> <p>_____ Three: Supervisor Kuehl</p> <p>_____ Five: Supervisor Antonovich</p> | <p>_____ Two: Supervisor Ridley-Thomas</p> <p>_____ Four: Supervisor Knabe</p> |
|--|--|

- 6 Based on amount of services to be provided at this site, what percentage of your allocation is designated to this site?

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

July 1, 2015 through _____

Number of Services Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Monthly Case-Load	RN/SW Case Management Services		Homemaker Services		Nutrition		Durable Medical Equipment	
		# of Cts	Hours	# of Cts	Hours	# of Cts	# of Items	# of Cts	# of Items
Service Unit	Clients								
Site 1									
TOTAL									

SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES

TABLE _

_____ through _____

Number of Services Contract Goals and Objective by Service Delivery Site(s).

Contract Goals and Objectives	Monthly Case-Load	RN/SW Case Management Services		Homemaker Services		Nutrition		Durable Medical Equipment	
		# of Cts	Hours	# of Cts	Hours	# of Cts	# of Items	# of Cts	# of Items
Service Unit	Clients								
Site 1									
TOTAL									

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
DIVISION OF HIV AND STD PROGRAMS
HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICE PROVIDERS**

	Contractor and Agreement Number	Current Allocation (7/1/14 - 6/30/15) Allocation	Term 1 7/1/15 - 6/30/16	Term 2 7/1/16 - 6/30/17	Total Allocation (Term 1 + Term 2)	Service Planning Area of Services to be Provided	Supervisory District of Areas Served	Performance as of December 31, 2014 (six months measured to determine if agency is on track for meeting year-end goals)
HIV/AIDS CASE MANAGEMENT, HOME-BASED SERVICES FUNDING SOURCE: STATE OF CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OFFICE OF AIDS SINGLE ALLOCATION MODEL CARE (SAM CARE) FUNDS								
1	AIDS Project Los Angeles H-204620	\$ 696,396	\$ 696,396	\$ 696,396	\$ 1,392,792	4	3	Agency is meeting most goals. Technical Assistance has been provided to ensure agency meets its goals by end of current contract term.
2	AltaMed Health Services Corporation H-205189	\$ 287,457	\$ 287,457	\$ 287,457	\$ 574,914	7	1	Agency is meeting most goals. Technical Assistance has been provided to ensure agency meets its goals by end of current contract term.
3	Minority AIDS Project H-208517	\$ 180,528	\$ 180,528	\$ 180,528	\$ 361,056	6	2	Agency is meeting most goals. Technical Assistance has been provided to ensure agency meets its goals by end of current contract term.
4	St. Mary Medical Center H-208518	\$ 770,153	\$ 770,153	\$ 770,153	\$ 1,540,306	8	4	Agency is meeting goals.
5	Tarzana Treatment Centers, Inc. H-204608	\$ 442,090	\$ 442,090	\$ 442,090	\$ 884,180	2	3	Agency is meeting goals.
	Subtotal	\$ 2,376,624	\$ 2,376,624	\$ 2,376,624	\$ 4,753,248			
	Contractor and Agreement Number	Current Allocation (7/1/14 - 6/30/15) Allocation	Term 1 7/1/15 - 9/30/15	Term 2 7/1/16 - 6/30/17	Total Allocation (Term 1 + Term 2)	Service Planning Area of Services to be Provided	Supervisory District of Areas Served	Performance as of December 31, 2014 (six months measured to determine if agency is on track for meeting year-end goals)
1	City of Pasadena, Public Health Department PH-002186	\$ 728,743	\$ 182,186	N/A	\$ 182,186	3	5	Agency is meeting most goals. Technical Assistance has been provided to ensure agency meets its goals by end of current contract term.
	Sub Total	\$ 728,743	\$ 182,186	N/A	\$ 182,186			
	Grand Total	\$ 3,105,367	\$ 2,558,810	\$ 2,376,624	\$ 4,935,434			